



General Assembly

***Amendment***

***February Session, 2022***

**LCO No. 5463**



Offered by:

REP. WOOD K., 29<sup>th</sup> Dist.

REP. PAVALOCK-D'AMATO, 77<sup>th</sup> Dist.

To: House Bill No. 5389

File No. 300

Cal. No. 230

***"AN ACT CONCERNING INSURANCE."***

1 Strike everything after the enacting clause and substitute the  
2 following in lieu thereof:

3 "Section 1. (*Effective from passage*) Not later than January 1, 2023, the  
4 Insurance Department and the Office of Policy and Management, shall,  
5 within existing resources, prepare and submit a report, in accordance  
6 with the provisions of section 11-4a of the general statutes, to the joint  
7 standing committee of the General Assembly having cognizance of  
8 matters relating to insurance. Such report shall include an evaluation of  
9 the use of a captive insurance company to reduce premium rate  
10 increases for policyholders with long-term care insurance policies  
11 purchased through the Connecticut Partnership for Long-Term Care,  
12 and any other recommendations to reduce premium rate increases in

13 partnership long-term care policies.

14 Sec. 2. Section 13b-127 of the 2022 supplement to the general statutes  
15 is repealed and the following is substituted in lieu thereof (*Effective*  
16 *January 1, 2023*):

17 For the purposes of this section and sections 13b-127a to 13b-127l,  
18 inclusive, as amended by this act:

19 (1) "Peer-to-peer car sharing" means the authorized use of a [shared]  
20 vehicle [for a consideration] by a person other than the [shared vehicle]  
21 vehicle's owner through a peer-to-peer car sharing [platform] program.

22 (2) ["Peer-to-peer car sharing company" or "company"] "Peer-to-peer  
23 car sharing program" means [any person, corporation, limited  
24 partnership or other legal entity that is engaged in the business of  
25 operating a car sharing platform to enable peer-to-peer car sharing in  
26 this state. "Peer-to-peer car sharing company"] a car sharing platform  
27 that connects vehicle owners with drivers to enable the sharing of  
28 vehicles for financial consideration. "Peer-to-peer car sharing program"  
29 does not include any person licensed pursuant to section 14-15.

30 (3) "Car sharing platform" means a physical or electronic place,  
31 including, but not limited to, a store, a booth, an Internet web site, a  
32 catalog or a dedicated software application that allows a shared vehicle  
33 owner to make a shared vehicle available for peer-to-peer car sharing  
34 and connect a shared vehicle owner with a shared vehicle driver.

35 (4) "Car sharing agreement" means the terms and conditions  
36 applicable to a shared vehicle owner and a shared vehicle driver that  
37 govern the use of a shared vehicle through a peer-to-peer sharing  
38 program. "Car sharing agreement" does not include any motor vehicle  
39 rental contracts.

40 (5) "Shared vehicle" means a vehicle that is available for sharing [on  
41 a] through a peer-to-peer car sharing [platform] program. "Shared  
42 vehicle" does not include a passenger motor vehicle used for rental

43 purposes by any person licensed pursuant to section 14-15.

44 (6) "Shared vehicle driver" means a person authorized by the shared  
45 vehicle owner to drive the shared vehicle under a car sharing  
46 agreement. "Shared vehicle driver" does not include a lessee, as that  
47 term is used in section 14-15.

48 (7) "Shared vehicle owner" means the registered owner, or a person  
49 or entity designated by the registered owner, of a vehicle made available  
50 on a peer-to-peer car sharing [platform] program. "Shared vehicle  
51 owner" does not include a person licensed or required to be licensed  
52 pursuant to section 14-15.

53 (8) "Car sharing delivery period" means the period of time during  
54 which a shared vehicle is being delivered to the location of the car  
55 sharing start time, if applicable, as documented by the car sharing  
56 agreement.

57 (9) "Car sharing period" means the period of time that begins at the  
58 start of the car sharing delivery period or, if there is no car sharing  
59 delivery period, that begins at the car sharing start time, and ends at the  
60 car sharing termination time.

61 (10) "Car sharing start time" means the time when a shared vehicle  
62 driver takes possession and control of the shared vehicle at or after the  
63 time the reservation of a shared vehicle is scheduled to begin [pursuant  
64 to a car sharing agreement] as documented in the records of the peer-to-  
65 peer car sharing program.

66 (11) "Car sharing termination time" means the earliest of the  
67 following events:

68 (A) The expiration of the agreed upon period of time established for  
69 the use of a shared vehicle according to the terms of the car sharing  
70 agreement if the shared vehicle is delivered to the location agreed upon  
71 in such agreement;

72 (B) When the shared vehicle is returned to a location as alternatively

73 agreed upon by the shared vehicle owner and shared vehicle driver as  
74 communicated through a car sharing [platform] program and  
75 incorporated into the car sharing agreement; or

76 (C) When the shared vehicle owner or the shared vehicle owner's  
77 authorized designee takes possession and control of the shared vehicle.

78 Sec. 3. Section 13b-127a of the 2022 supplement to the general statutes  
79 is repealed and the following is substituted in lieu thereof (*Effective*  
80 *January 1, 2023*):

81 (a) Except as provided in subsection (b) of this section, a peer-to-peer  
82 car sharing [company] program shall assume liability of a shared vehicle  
83 owner for bodily injury or property damage to third parties, or  
84 uninsured and underinsured motorist or personal injury protection  
85 losses, during the car sharing period in an amount stated in the peer-to-  
86 peer car sharing agreement, but not less than the minimum amounts  
87 required by subsection (a) of section 14-112.

88 (b) The assumption of liability under subsection (a) of this section  
89 shall not apply to any shared vehicle owner who: (1) Makes an  
90 intentional or fraudulent material misrepresentation or omission to the  
91 peer-to-peer car sharing [company or on] program or through the car  
92 sharing [platform] program before the car sharing period in which the  
93 liability arose; or (2) acts in concert with a shared vehicle driver who  
94 fails to return the shared vehicle pursuant to the car sharing agreement.

95 (c) The assumption of liability under subsection (a) of this section  
96 shall apply to bodily injury, property damage, uninsured and  
97 underinsured motorist or personal injury protection losses by damaged  
98 third parties, in accordance with section 14-112.

99 ~~[(c)]~~ (d) A peer-to-peer car sharing [company] program shall ensure  
100 that, during each car sharing period, the shared vehicle owner and the  
101 shared vehicle driver are insured under an automobile liability  
102 insurance policy that: (1) Provides insurance coverage in amounts not  
103 less than the minimum amounts required by subsection (a) of section

104 14-112; and (2) recognizes that the shared vehicle insured under the  
105 policy is made available and used through a car sharing [platform]  
106 program, or does not exclude the use of a shared vehicle by a shared  
107 vehicle driver.

108 [(d)] (e) The coverage requirements of subsection [(c)] (d) of this  
109 section may be satisfied by an automobile liability insurance maintained  
110 by the shared vehicle owner, the shared vehicle driver, the peer-to-peer  
111 car sharing [company] program or the shared vehicle owner, the shared  
112 vehicle driver and the peer-to-peer car sharing [company] program.

113 [(e)] (f) The [automobile liability insurance maintained pursuant to  
114 subsection (d) of this section shall assume primary liability for a claim:]  
115 insurer, insurers or peer-to-peer car sharing program providing or  
116 maintaining coverage under subsection (d) or (e) of this section shall  
117 assume primary liability for a claim when:

118 (1) [During each car sharing period:] A dispute exists as to who was  
119 in control of the shared motor vehicle at the time of the loss and the peer-  
120 to-peer car sharing program does not have available, did not retain or  
121 fails to provide the information required by section 13b-127d, as  
122 amended by this act; or

123 (2) [When a dispute exists as to who was in control of the shared  
124 vehicle at the time of the loss and the peer-to-peer car sharing company  
125 does not have available, did not retain or fails to provide the information  
126 required by section 13b-127d that relates to the claim; or] A dispute  
127 exists as to whether the shared vehicle was returned to the alternatively  
128 agreed upon location as agreed to by the shared vehicle owner and the  
129 shared vehicle operator.

130 [(3) When a dispute exists as to whether the shared vehicle was  
131 returned to the alternatively agreed upon location as communicated  
132 through the car sharing platform and incorporated into the car sharing  
133 agreement.

134 (f) If a claim occurs during the car sharing period in another state with

135 minimum financial responsibility requirements that are higher than the  
136 minimum amounts required by subsection (a) of section 14-112, the  
137 automobile liability insurance policy maintained pursuant to subsection  
138 (d) of this section shall provide coverage to satisfy the minimum  
139 amounts required by the other state, up to the applicable policy limits.]

140 (g) The liability insurance described in subsection (e) of this section  
141 that satisfies the insurance requirement of subsection (d) of this section  
142 shall be primary during each car sharing period and in the event that a  
143 claim occurs in another state with minimum financial responsibility  
144 limits higher than those established in subsection (a) of section 14-112,  
145 during the car sharing period, the coverage maintained under  
146 subsection (e) of this section shall satisfy the difference in minimum  
147 coverage amounts, up to the applicable policy limits.

148 [(g)] (h) If an automobile liability insurance policy maintained by a  
149 shared vehicle owner or shared vehicle driver has lapsed or does not  
150 provide the coverage required pursuant to subsection [(c)] (d) of this  
151 section, the [peer-to-peer car sharing company's automobile liability  
152 insurance policy shall provide such coverage] insurance maintained by  
153 a peer-to-peer car sharing program shall provide the coverage required  
154 by subsection (d) of this section, beginning with the first dollar of a  
155 claim, and [the insurance company issuing such policy] shall have the  
156 duty to defend a claim except under circumstances as set forth in  
157 subsection (b) of this section.

158 [(h)] (i) Coverage under an automobile insurance policy maintained  
159 by the peer-to-peer car sharing [company] program shall not be  
160 contingent on another automobile insurance company first denying a  
161 claim, nor shall such other insurance company be required to first deny  
162 a claim.

163 [(i)] (j) Nothing in this section shall:

164 (1) Limit the liability of the peer-to-peer car sharing [company]  
165 program for any act or omission of the [company] program that results  
166 in bodily injury to any person as a result of the use of a shared vehicle

167 through a car sharing [platform] program; or

168 (2) Limit the ability of the peer-to-peer car sharing [company]  
169 program to contract for indemnification from the shared vehicle owner  
170 or the shared vehicle driver for economic loss sustained by the  
171 [company] program resulting from a breach of the terms and conditions  
172 of the car sharing agreement.

173 Sec. 4. Section 13b-127b of the 2022 supplement to the general statutes  
174 is repealed and the following is substituted in lieu thereof (*Effective*  
175 *January 1, 2023*):

176 When a vehicle owner registers as a shared vehicle owner with a  
177 peer-to-peer car sharing [company] program but before the shared  
178 vehicle is made available on the car sharing [platform] program, the  
179 peer-to-peer car sharing [company] program shall notify the shared  
180 vehicle owner that, if the shared vehicle has a lien against it, the use of  
181 the shared vehicle through a car sharing [platform] program, including  
182 use without physical damage coverage, may violate the terms of the  
183 contract with the lienholder.

184 Sec. 5. Section 13b-127c of the 2022 supplement to the general statutes  
185 is repealed and the following is substituted in lieu thereof (*Effective*  
186 *January 1, 2023*):

187 (a) An insurance company that offers automobile liability insurance  
188 coverage in this state may offer automobile liability insurance policies  
189 to individuals that exclude any or all coverage and the duty to defend  
190 or indemnify any claim afforded under a shared vehicle owner's  
191 automobile liability insurance policy. Such exclusions may include, but  
192 are not limited to: (1) Liability coverage for bodily injury and property  
193 damage; (2) personal injury protection coverage; (3) uninsured and  
194 underinsured motorist coverage; (4) medical payments coverage; (5)  
195 comprehensive physical damage coverage; or (6) collision physical  
196 damage coverage.

197 (b) Nothing in this section shall be construed to: (1) Invalidate or limit

198 an exclusion contained in an automobile liability insurance policy,  
199 including any insurance policy that excludes coverage for motor  
200 vehicles made available for rent, sharing, hire or business use, or (2)  
201 invalidate, limit or restrict an insurance [company that offers]  
202 company's ability to offer automobile liability insurance coverage to  
203 underwrite, cancel or not renew any insurance policy. Nothing in this  
204 section shall be construed to invalidate, limit or restrict an insurer's  
205 ability to cancel and not renew policies.

206 Sec. 6. Section 13b-127d of the 2022 supplement to the general statutes  
207 is repealed and the following is substituted in lieu thereof (*Effective*  
208 *January 1, 2023*):

209 A peer-to-peer car sharing [company] program shall collect and  
210 verify records pertaining to the use of a shared vehicle, including, but  
211 not limited to, the times used, location of the car sharing start time and  
212 car sharing termination time, car sharing period fees paid by the shared  
213 vehicle driver and revenues received by the shared vehicle owner. The  
214 [company] program shall provide such records [: (1) Upon] upon  
215 request to the shared vehicle owner, the shared vehicle owner's  
216 insurance company or the shared vehicle driver's insurance company to  
217 facilitate a claim coverage investigation, settlement, negotiation or  
218 litigation, or (2) as required by an agreement entered into pursuant to  
219 section 13b-127l. [The company] The program shall retain the records  
220 for a time period not less than the applicable personal injury statute of  
221 limitations.

222 Sec. 7. Section 13b-127e of the 2022 supplement to the general statutes  
223 is repealed and the following is substituted in lieu thereof (*Effective*  
224 *January 1, 2023*):

225 A peer-to-peer car sharing [company] program and a shared vehicle  
226 owner shall be exempt from vicarious liability [in accordance] consistent  
227 with 49 USC 30106, as amended from time to time, and under any state  
228 law or municipal ordinance that imposes liability solely based on  
229 vehicle ownership.



230 Sec. 8. Section 13b-127f of the 2022 supplement to the general statutes  
231 is repealed and the following is substituted in lieu thereof (*Effective*  
232 *January 1, 2023*):

233 An insurance company that defends or indemnifies a claim against a  
234 shared vehicle that is excluded under the terms of its automobile  
235 liability insurance policy shall have a right to seek recovery against the  
236 insurance company of the peer-to-peer car sharing [company] program  
237 if the claim is: (1) Made against the shared vehicle owner or the shared  
238 vehicle driver for loss or injury that occurs during the car sharing  
239 period; and (2) excluded under the terms of its policy.

240 Sec. 9. Section 13b-127g of the 2022 supplement to the general statutes  
241 is repealed and the following is substituted in lieu thereof (*Effective*  
242 *January 1, 2023*):

243 (a) A peer-to-peer car sharing [company] program shall have an  
244 insurable interest in a shared vehicle during the car sharing period.  
245 Nothing in this subsection shall create liability for a peer-to-peer car  
246 sharing [company] program for failure to maintain the insurance  
247 coverage required pursuant to section 13b-127a, as amended by this act.

248 (b) A peer-to-peer car sharing [company] program may own and  
249 maintain, as the named insured, one or more policies of automobile  
250 liability insurance that provides coverage for: (1) Liability assumed by  
251 the peer-to-peer car sharing [company] program under a car sharing  
252 agreement; (2) any liability of the shared vehicle owner; (3) damage or  
253 loss to the shared vehicle; or (4) any liability of the shared vehicle driver.

254 Sec. 10. Section 13b-127h of the 2022 supplement to the general  
255 statutes is repealed and the following is substituted in lieu thereof  
256 (*Effective January 1, 2023*):

257 Each car sharing agreement shall, at a minimum, disclose to the  
258 shared vehicle owner and the shared vehicle driver:

259 (1) Any right of the peer-to-peer car sharing [company] program to

260 seek indemnification from the shared vehicle owner or the shared  
261 vehicle driver for economic loss sustained by the [company] program  
262 resulting from a breach of the terms and conditions of the car sharing  
263 agreement;

264 (2) That an automobile liability insurance policy issued to the shared  
265 vehicle owner for the shared vehicle or to the shared vehicle driver does  
266 not provide a defense or indemnification for any claim asserted by the  
267 peer-to-peer car sharing [company] program;

268 (3) That the peer-to-peer car sharing [company's] program's  
269 insurance coverage on the shared vehicle owner and the shared vehicle  
270 driver is in effect only during each car sharing period and that, for any  
271 use of the shared vehicle by the shared vehicle driver after the car  
272 sharing termination time, the shared vehicle driver and the shared  
273 vehicle owner may not have insurance coverage;

274 (4) The daily rate, fees and, if applicable, any insurance or protection  
275 package costs that are charged to the shared vehicle owner or the shared  
276 vehicle driver;

277 (5) That the shared vehicle owner's automobile liability insurance  
278 may not provide coverage for a shared vehicle;

279 (6) An emergency telephone number to personnel capable of  
280 answering calls for roadside assistance and other customer service  
281 inquiries; and

282 (7) If there are conditions under which a shared vehicle driver shall  
283 maintain a personal automobile insurance policy with certain applicable  
284 coverage limits on a primary basis to book a shared vehicle.

285 Sec. 11. Section 13b-127i of the 2022 supplement to the general  
286 statutes is repealed and the following is substituted in lieu thereof  
287 (*Effective January 1, 2023*):

288 (a) A peer-to-peer car sharing [company] program may not enter into  
289 a car sharing agreement with a shared vehicle driver unless the shared

290 vehicle driver holds an operator's license, as defined in section 14-1, that  
291 authorizes the driver to operate a motor vehicle of the same class as the  
292 shared vehicle.

293 (b) A peer-to-peer car sharing [company] program shall keep a record  
294 of: (1) The name and address of the shared vehicle driver; (2) the number  
295 of the operator's license of each shared vehicle driver; and (3) the place  
296 of issuance of the operator's license.

297 Sec. 12. Section 13b-127j of the 2022 supplement to the general  
298 statutes is repealed and the following is substituted in lieu thereof  
299 (*Effective January 1, 2023*):

300 A peer-to-peer car sharing [company] program is responsible for any  
301 equipment, such as a global positioning system, that is put in or on the  
302 shared vehicle to monitor or facilitate the car sharing transaction. The  
303 [company] program shall indemnify and hold harmless the shared  
304 vehicle owner for any damage to or theft of such equipment during the  
305 car sharing period, unless caused by the vehicle owner. The [company]  
306 program has the right to seek indemnification from the shared vehicle  
307 driver for any loss or damage to such equipment that occurs during the  
308 car sharing period.

309 Sec. 13. Section 13b-127k of the 2022 supplement to the general  
310 statutes is repealed and the following is substituted in lieu thereof  
311 (*Effective January 1, 2023*):

312 (a) When a shared vehicle owner registers a shared vehicle with a  
313 peer-to-peer car sharing [company] program but before the shared  
314 vehicle is available on the car sharing [platform] program, the  
315 [company] program shall: (1) Verify that the shared vehicle is not subject  
316 to a safety recall for which the repairs have not been made; and (2) notify  
317 the shared vehicle owner of the requirements under subsection (b) of  
318 this section.

319 (b) (1) If a shared vehicle owner received an actual notice of a safety  
320 recall for the shared vehicle, the shared vehicle owner shall not make

321 the shared vehicle available on the car sharing [platform] program until  
 322 the safety recall repair has been made.

323 (2) If a shared vehicle owner receives an actual notice of a safety recall  
 324 for a shared vehicle while the shared vehicle is available on the car  
 325 sharing [platform] program, the shared vehicle owner shall remove the  
 326 shared vehicle's availability on the [platform] program as soon as  
 327 practicable after receiving such notice and until the safety recall repair  
 328 has been made.

329 (3) If a shared vehicle owner receives an actual notice of a safety recall  
 330 for a shared vehicle during the car sharing period, the shared vehicle  
 331 owner shall notify both the shared vehicle driver and the peer-to-peer  
 332 car sharing [company] program of the safety recall as soon as  
 333 practicable."

This act shall take effect as follows and shall amend the following sections:

Section 1	<i>from passage</i>	New section
Sec. 2	<i>January 1, 2023</i>	13b-127
Sec. 3	<i>January 1, 2023</i>	13b-127a
Sec. 4	<i>January 1, 2023</i>	13b-127b
Sec. 5	<i>January 1, 2023</i>	13b-127c
Sec. 6	<i>January 1, 2023</i>	13b-127d
Sec. 7	<i>January 1, 2023</i>	13b-127e
Sec. 8	<i>January 1, 2023</i>	13b-127f
Sec. 9	<i>January 1, 2023</i>	13b-127g
Sec. 10	<i>January 1, 2023</i>	13b-127h
Sec. 11	<i>January 1, 2023</i>	13b-127i
Sec. 12	<i>January 1, 2023</i>	13b-127j
Sec. 13	<i>January 1, 2023</i>	13b-127k